

## AGREEMENT OF SALE

MADE THIS 22 day of July, 2020, BY AND BETWEEN, **Restland Memorial Parks, Inc.**, hereinafter called Seller, with a place of business at 990 Patton Street Ext., Monroeville, PA 15146-4635;

AND

**Muslim Community Center of Greater Pittsburgh (MCCGP)**, a religious non-profit organization, hereinafter called Buyer, with a place of business at 233 Seaman Lane, Monroeville, PA 15146

WITNESSETH THAT: Seller and Buyer, intending to be legally bound, mutually covenant and agree as follows:

1. **PROPERTY CONVEYED.** Seller agrees to convey, on the date hereinafter specified, the RIGHT TO BE INTERRED IN 500 SPECIFIED BURIAL PLOTS described below (the "Property"): hereinafter Internment Rights, within a defined Parcel #544-H-128 (shown on the attached map) for these specified locations.

2. **NOT A SALE OF REAL PROPERTY.** Buyer acknowledges and agrees that this is the sale of the right to be interred in burial plots and is not a sale of any real property interest.

3. **PURCHASE PRICE.** Buyer will pay the Seller for the Property and for all obligations specified in this Agreement, if any, as the full and complete purchase price excluding any applicable sales tax, the sum of \$100,000.00 (the "Purchase Price") of the designated space.

a. 500 Deeded Lots in the designated Muslim section for \$100,000 (one hundred thousand dollars)

b. The Purchase Price of the 500 burial lots will include;

1. the rights of interment in a 4'x8' burial lot,
2. a granite marker or other such marker approved by BUYER designating the Property to be the Muslim section,

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3. a map of the Muslim section which depicts placement of the granite marker and the 500 designated burial lots in the Muslim section;

c. The parcel of land designated for the Muslim section is approximately ½ acres. After survey & pinning, a specific boundary map will be supplied labelled with the designated ½ acres and the available adjacent land remaining.

d. Property prices will remain in effect for the first 5 years if additional burial lots are purchased in the adjacent 1½ acres of available land.

**4. PROPERTY PAYMENT:** Purchase Price will be made by Buyer to Seller according to the following schedule:

a. \$10,000.00 upon the execution of this agreement; this deposit shall be placed in an escrow account and held by Debtor's Counsel until closing. This payment shall be non-refundable unless the sale is not approved by the Bankruptcy Court.

b. \$50,000.00 upon the approval of the sale by the Bankruptcy Court in Bankruptcy Case No. 18-24151-GLT. This payment shall be paid at or after the hearing on the approval of the sale.

c. The above initial installment of \$60,000 upon the execution of this Agreement will entitle Buyer, cemetery lot deeds of 300 burial spaces in the designated Muslim section.

d. \$ 40,000.00 to be paid in full within one (1) year of the execution of this agreement.

e. The buyer shall make 10 equal payments of \$4,000 commencing on the 30<sup>th</sup> day anniversary of the settlement of this approved transaction.

f. Additional 20 cemetery lot deeds will be assigned as purchased with each monthly installment.

g. Upon default of any payment, the payments set forth in paragraph 3 (e) above for more than 30 days, the seller may charge a late penalty at the rate of 2.5% of the delinquent amount.

**5. TAXES.** Seller will pay all property taxes associated with ownership of the Property and accrued.

**6. DELIVERY.** Upon payment of the escrowed deposit money to be released under the terms set forth above; MCCGP, Religious Organization 501(c)(3) will be entitled to a cemetery lot

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Deed of 300 spaces. Also as stated 3(f) additional deeds will be presented to BUYER with each installment paid.

RESTLAND will issue separate cemetery lot Deed(s) to BUYER; The Buyer will then distribute to individual members of MCCGP, a Religious Organization 501(c)(3). They will then be presented to Restland Memorial Parks, Inc and an individual deed will be replaced in the family name and documented in the Lot book for the designated Muslim section.

RESTLAND also represents that the Property rights as set forth in this Agreement shall be conveyed free and clear of all liens, indebtedness, liabilities and is and shall be contingent upon the entry of an Order of the U.S. Bankruptcy Court in Bankruptcy Case No. 18-24151-GLT as set forth above.

**7. ADDITIONAL COSTS.** Buyer or its designee agrees to pay Restland an additional \$900.00 for the opening and closing of each burial plot purchased pursuant to this Agreement for the first five (5) years. Thereafter, the seller may re-negotiate or charge its prevailing price for this service.

- a. Additional fee of \$300 per opening and closing will be added on a Saturday and/or Sunday interments.
- b. Restland Memorial Parks, Inc. will inter the remains within 24 hours of notice of the deceased. NOTE: No burials will occur after 3:30pm, they will be performed the next day.
- c. Burial options permitted are: Burial in casket, Burials in casket plus vault, Green Burial.

**8. RIGHT OF FIRST REFUSAL.** RESTLAND grants to MCCGP a right of first refusal to purchase an additional 1,500 burial lots (rights of interment) within the 2 acre land to be set aside and designated as a Muslim section in an area abutting and contiguous to the Property that is the subject of this Agreement. Said 1,500 burial lots can be purchased in parcels as the Parties may agree. At any time after the first 5 years, additional terms of purchase, including the purchase price, terms of payment, etc., to be agreed to by the Parties when the right of first refusal is exercised.

The right of first refusal may be exercised upon either of the following events:

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- a. RESTLAND has a bona-fide offer to purchase a lot or lots in the land to be set aside as a Muslim burial site; or
- b. BUYER delivers to RESTLAND a written intention to exercise the right of first refusal.

#### 9. OBLIGATIONS.

- a. Seller shall be obligated to maintain the property by cutting the grass and conducting any other maintenance within the course and scope of its business practices.
- b. All above agreement conditions will stay valid regardless of ownership of Restland Memorial Parks, Inc.
- c. Seller shall be obligated to survey and pin the 500 SPECIFIED BURIAL PLOTS, for these specified locations. This survey and pinning shall be at the expense of the Seller. The Seller shall be required to erect a marker indicating that the 500 lots are a segregated space for people who practice the Islamic religion.
- d. Seller shall erect that marker within 120 days of the first burial in that section. Seller shall not be required to spend more than \$1,000.00 for the marker. Seller shall provide Buyer of the intended design of the marker. Buyer shall have 30 days to elect to spend more than the \$1,000.00 allowance for the marker. In that event, Buyer shall have 15 days to arrange for the additional payment in excess of the \$1,000.00 allowance for the marker. If Buyer fails to make the election to spend additional funds or if it fails to arrange for the additional payment(s), Seller may elect to erect the marker for its \$1,000.00 allowance.
- e. Restland Memorial Parks, Inc. will offer and provide headstones and related services at competitive and fair market prices. Buyer shall not purchase and erect any decoration, religious adornment or improvement or any signs without prior approval of the Seller, **Restland Memorial Parks, Inc.**, and these decorations, religious adornment or improvement or any signs erected by the Buyer are subject to the rules and regulations of the Cemetery.
- f. Easement of necessity and access rights. Buyer and Seller shall cooperate to secure any and all easements, rights of way, consents, amendments, variances, permits and or

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approvals from third parties as are necessary in order to permit Buyer to have ingress and egress to and full use, visitation, beautifying, repairing and protecting of the graves in the manner and for the purposes contemplated by Buyer, to be exercised at reasonable times and in reasonable manner.

g. Buyer is responsible for the live fence (shrubs) around the designated section.

**10. NOTICES.** Any notices between the parties hereto shall be in writing and may be served in the manner provided by law for the service of process in equity or may be mailed by certified or registered mail to either party at the respective addresses above set forth. If mailed, such notices shall be deemed effectively given as of the second business day after the date of posting.

**11. TIME IS OF THE ESSENCE.** Should performance hereunder not be completed by the date above provided for, either party shall thereupon have the right, upon written notice to the other party, to declare time to be of the essence of this Agreement and to fix the date, time and place of final settlement. Such notice shall be given not less than five (5) days prior to such date of final settlement. Each party shall complete performance hereunder strictly in accordance with the terms of such notice.

**12. RECORDING.** This Agreement shall not be recorded in the Office for the Recorder of Deeds or in any other office or place of public record and if Buyers cause or permit this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

**13. ASSIGNMENT.** This Agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer shall not transfer or assign this Agreement without the written consent of Seller.

**14. PERPETUAL CARE / ENDOWMENT FUND:** Restland Memorial Parks, Inc has a Perpetual/Endowment Care Trusts. These trusts are established for the purpose of investing funds so that the earnings can be used for the repair and overall maintenance of all that's

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related to the cemetery, including the lots, graves, sewers systems, enclosures, and necessary buildings. The cemetery is required to deposit a portion of the proceeds from the sale of each cemetery lot into the trust.

**15. DEFAULT.** Upon default of Buyer or Seller, either party shall have all legal and equitable remedies available to them to enforce this Agreement as allowed by the Common Law and the laws of the Commonwealth of Pennsylvania.

**16. INTERPRETATION AND VENUE.** This contract shall be interpreted by the laws of Pennsylvania and the parties agree that venue is appropriate in the following courts: if Seller, a Debtor, remains and is subject to the governing laws and provisions of the Bankruptcy Code, the United States Bankruptcy Court for the Western District of Pennsylvania; or under any other circumstance, the Court of Common Pleas of Allegheny County of Pennsylvania shall be the only venue to bring an action for breach by the Seller against the Buyers.

**17. Mediation.** In the event of a dispute, the parties agree to promptly and in good faith attempt to resolve the dispute through negotiations. If such negotiations are unsuccessful, the parties agree to submit their dispute to a mediator, who will be selected by mutual agreement of the parties. Such mediation shall be a precondition to the filing of any lawsuit by either of the parties.

**18. RULES AND REGULATIONS OF SELLER.** Buyer agrees that all rights conveyed under this Agreement are subject to the currently existing rules and regulations of Seller which are on file and are available for examination by the Buyer.

**19. CERTAIN RIGHTS.** Notwithstanding anything in this Agreement to the contrary, Buyer is afforded certain specific rights of cancellation and refund under Pennsylvania laws governing sales of future interment rights. (63 Pa. Stat. Sections 480.1 to 480.480).

**20. INTEGRATION, NO ORAL MODIFICATION.** This Agreement completely expresses and integrates all of the terms in agreement between the Parties. This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or

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written, relating to the subject matter hereof. This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties. Buyer and Seller acknowledge that they have read and understand the notices and explanatory information regarding this Agreement.

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# RESTLAND MEMORIAL PARK

B Cross  
J Transfiguration  
M Military-Veteran  
N Sermon On The Mount  
T Catholic Section

Whose Final Resting Place is

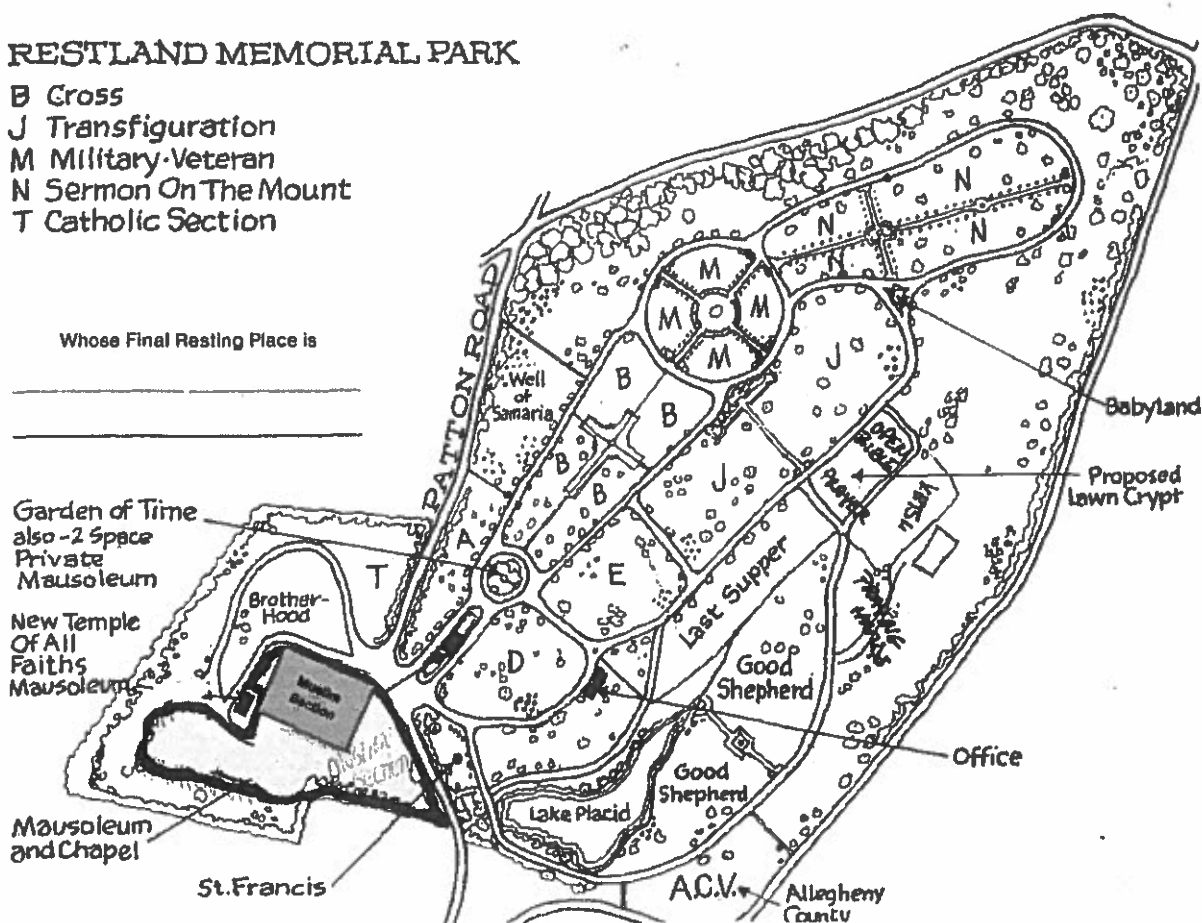
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Garden of Time  
also -2 Space  
Private  
Mausoleum

New Temple  
Of All  
Faiths  
Mausoleum

Mausoleum  
and Chapel

St. Francis



Parcel #544-H-128

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**NOTICE TO PARTIES:**

**WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.**

Return by facsimile transmission (FAX) of this Agreement of Sale and all addenda bearing the signatures of all parties, constitutes acceptance of this Agreement. Upon signing, this is a binding contract but only subject to the approval of the Bankruptcy Court in Bankruptcy Case No. 18-24151-GLT. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

BUYER SIGNATURE



DATE: 22<sup>nd</sup> day of July, 2020

PRINTED NAME

Khalid Ajmal

President, Muslim Community Center of Greater Pittsburgh.

Seller hereby approves the contract this 22<sup>nd</sup> day of July, 2020, subject to Bankruptcy Court Approval.

SELLER SIGNATURE



DATE: 22 day of July, 2020

PRINTED NAME

Mark Lehnert,

President, Restland Memorial Parks, Inc.

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